

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

Housing Enterprise Ins. Co.,

Plaintiff,

Case No. 18-14022

v.

Judith E. Levy

United States District Judge

Hope Park Homes Limited
Dividend Housing Association
Limited Partnership, *et al.*,

Mag. Judge R. Steven Whalen

Defendants.

_____ /

StarStone National Ins. Co.,

Defendant/
Cross-
Claimant,

v.

Affinity Property Management,
LLC, *et al.*,

Defendants/
Cross-
Defendants.

_____ /

Frederick Agee, *et al.*,

Defendants/
Cross-
Claimants,

v.

StarStone National Ins. Co., *et al.*,

Defendants/
Cross-
Defendants.

_____/

Frederick Agee, *et al.*,

Defendants/
Counter-
Claimants,

v.

Housing Enterprise Ins. Co.,

Plaintiff/
Counter-
Defendant.

_____/

**ORDER GRANTING DEFENDANT/CROSS-CLAIMANT
STARSTONE'S MOTION FOR RECONSIDERATION [106]**

This case is before the Court on the motion for reconsideration
filed by Defendant/Cross-Claimant StarStone National Insurance

Company (StarStone).¹ (ECF No. 106.) The Court inquired about the motion during a hearing held by video conference on May 12, 2022. For the reasons set forth on the record, which were unopposed, StarStone's motion is GRANTED. Under the StarStone Policy, StarStone owes no duty to defend the underlying litigation. Accordingly, summary judgment is GRANTED to StarStone on this ground.

IT IS SO ORDERED.

Dated: May 13, 2022
Ann Arbor, Michigan

s/Judith E. Levy
JUDITH E. LEVY
United States District Judge

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was served upon counsel of record and any unrepresented parties via the Court's ECF System to their respective email or First Class U.S. mail addresses disclosed on the Notice of Electronic Filing on May 13, 2022.

s/William Barkholz
WILLIAM BARKHOLZ
Case Manager

¹ In its motion for reconsideration, StarStone asks that the Court "reconsider and reverse th[e] portion of its Opinion and Order of March 17, 2020 . . . , which denied StarStone's Cross-Motion for Summary Judgment . . . which established the lack of any obligation to defend being owed under the StarStone policy at issue." (ECF No. 106, PageID.1710–1711 (citing ECF No. 81, PageID.1337–1339).)